

## How to Use VEH95, Sodium Chloride (Road Salt) Statewide Contract

<b>Contract #:</b> VEH95	<b>Contract Duration:</b> 10/01/2014 to 09/30/2015
<b>MMARS #:</b> VEH95*	<b>Options to renew:</b> Annually through 8/31/2019
<b>Contract Manager:</b>	Stephen Lyons – 617-720-3373 – <a href="mailto:steve.lyons@state.ma.us">steve.lyons@state.ma.us</a>
<b>This contract contains:</b>	<b>Supplier Diversity Plan (SDP) and Prompt Pay Discount Program</b>
<b>Last change date:</b>	12/23/14

### Contract Summary

This contract is for the supply and delivery of **Sodium Chloride (Road Salt)** to Commonwealth Departments, Cities, Towns, Co-Ops, and other Eligible Entities. The intended use of the Sodium Chloride is as a deicer/anti-icer.

In order to create this contract all Eligible Entities (defined below) that wanted to participate were required to complete a Memorandum of Understanding (MOU) and a Statement of Usage and Delivery providing their MassDOT Area, estimated tonnage, and delivery address of the Eligible Entity.

Any entity that wishes to join this contract must contact the Contract Manager to complete the same process. There is **NO GUARANTEE** of being added to this contract after it has started. An entity will only be added if OSD and the Contractor can agree that the Contractor can accept the additional required tonnage for the awarded MassDOT Area.

Eligible Entities that are approved to participate in this contract can find their vendor based on the MassDOT Area they are located in (see Appendix A). To find your MassDOT Area access the “VEH95 Master Salt Contract Information” excel sheet on COMMBUYS. All purchases off this contract are the responsibility of the buying entity.

### Benefits and Cost Savings

- Competitive Pricing through aggregation of volumes.
- Assurance of qualified and capable vendors.

### Who Can Use This Contract?

**Applicable Procurement Law:** MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00

**Eligible Entities:**

- Cities, towns, districts, counties, and other political subdivisions.
- Executive, Legislative, and Judicial Branches, including all Departments and elected offices therein.
- Independent public authorities, commissions, and quasi-public agencies.
- Local public libraries, public school districts, and charter schools.
- Public Hospitals owned by the Commonwealth.
- Public institutions of higher education.
- Public purchasing cooperatives.
- Non-profit, UFR-certified organizations that are doing business with the Commonwealth.
- Other states and territories with no prior approval by the State Purchasing Agent required.
- Other entities when designated in writing by the State Purchasing Agent.

## Pricing and Purchase Options

**Acquisition Method:** Purchases from this contract will be outright purchases. Eligible users of this contract are responsible for ordering, procuring, and paying for any materials purchased under this contract. The Commonwealth will not be responsible for materials ordered by any other purchaser, Municipality, Authority, City, Town, etc.

**Pricing and Buying Details:** This contract was awarded by MassDOT Areas (see Appendix A). Each area was awarded to a single qualified vendor at a fixed price per ton for the current term. Per ton pricing includes freight or transportation rates. All delivered material will be F.O.B. DESTINATION to participation locations.

**Locate Your MassDOT Area:** To locate your MassDOT Area use the “VEH95 Master Salt Contract Information” Excel spreadsheet found on COMMBUYS (see “Where to Obtain Important Contract Information” on page 3).

**Invoice and Payment Specifications:** Contractors may submit an invoice for the total delivered quantity of a Purchase Order or for a partial delivery of a total Purchase Order.

**Invoices:** Contractors must present the buying entity with an invoice within ten (10) business days after the final delivery of the quantity on the Purchase Order. The invoice amount must reflect the Purchase Order amount and be accepted by the buying entity.

**Standard Payment Terms:** Standard payment terms of this contract are net 45 days from the date of receipt of an invoice.

**Prompt Payment Discounts (PPD):** Contractors have offered Prompt Payment Discounts (PPD) (see “Prompt Payment Discounts (PPD)” on page 4). PPD offer an incentive for the buying entity to make payments quickly, but do not require the buying entity to make payments sooner than the standard payment terms.

**Signature:** The signature of a representative from the buying entity that is receiving the delivery of material is required for payment. Payment will not be made to the Contractor for material delivered on a delivery ticket that does not have the signature of a representative from the buying entity.

## Additional Information

Rock Salt Sodium Chloride (Road Salt) is the material of choice for this contract. Solar salt will only be used at the discretion of the Commonwealth, the discretion of the Strategic Sourcing Services Team (SSST), or in the event that there is a severe shortage of Rock Salt Sodium Chloride (Road Salt) material.

**Delivery Notifications:** The Contractor must notify the buying entity sufficiently in advance with the start time of delivery, number of trucks, and anticipated tonnage. The last load must be identified to allow for the buying entity to schedule receiving operations. If the Contractor fails to notify sufficiently in advance the delivery may be rejected by the buying entity.

**Purchase Order/Delivery Compliance:** UNDER NO CIRCUMSTANCES MAY A VENDOR’S DELIVERED QUANTITIES EXCEED THE TOTAL QUANTITIES SHOWN ON A PURCHASE ORDER. The Contractor will be responsible for any overage shipped that is more than the amount on the Payment Voucher. The Contractor will not be paid for any overage shipped that is more than the amount on the Payment Voucher.

**Routine Deliveries:** Routine deliveries to locations will only be accepted Monday through Friday, excluding Local and State Holidays. Delivery hours are to be made between 6:00 AM and 4:30 PM on weekdays unless prior arrangements have been made with the buying entity. Delivery hours for Eligible Entities will vary and must be identified prior to deliveries being made. Contractors must leave delivery slips for each delivery in a location identified by the buying entity.

UNDER NO CIRCUMSTANCES MAY ANY MATERIAL UNDER THIS CONTRACT BE DELIVERED UNLESS TRUCKS ARE PROPERLY COVERED TO PROTECT THE MATERIAL, PREVENT SPILLAGE, AND MEET ALL ENVIRONMENTAL REQUIREMENTS.

When Sodium Chloride is shipped by truck directly from the mine, mill, or Contractor's storage area, the Contractor must furnish the buying entity with a clear, legible, and numbered delivery slip for each load bearing the following information for determining the pay quantity:

- Material
- Contractor's Name
- Date of Delivery
- Depot or Destination
- Gross Vehicle Weight (GVW), Tare and Net Weight
- Vehicle Registration Number
- Purchase Order/Requisition Number
- Truck Number
- Stockpile Location
- **SIGNATURE OF CONTRACTOR'S ASSIGNED LICENSED WEIGH MASTER**

The delivery slip must be mechanically printed from a scale equipped with an automated printing system. Hand written delivery slips are not acceptable.

## Where to Obtain Important Contract Information

To obtain in-depth contract information please go to the COMMBUYS website ([www.commbuys.com](http://www.commbuys.com)), click on "Contract & Bid Search," select a search for "Contracts/Blankets," type "VEH95" in the search field for "Contract/Blanket Description," and click on "Find It." The results will provide you with the available contract information for each awarded vendor and the original bid documents. Click the links under "Results, Contract/Blankets #" for a vendor's Master Blanket Purchase Order (MBPO) page. Click any link under "Results, Bid #" for all documents relating to the bid including the VEH95 RFR (named "VEH95 RFR corrected section 2.0 and 2.3" in COMMBUYS).

Under each vendor's MBPO you will find an Excel file ("VEH95 Master Salt Contact Information Map") that identifies all awarded MassDOT Areas, the participating Eligible Entities for each area, the estimated tonnage for each Eligible Entity, and a separate table within each area that identifies the MassDOT Stockpile locations and daily tonnage requirements. Orders can be placed directly with the salt company dispatcher.

Contract users are advised to read the RFR document ("VEH95 RFR corrected section 2.0 and 2.3") to find the exact contract specifications agreed to by the contractor in fulfilling this contract including delivery truck requirements, weight limits, emergency delivery terms, and many other details.

## Awarded Vendors Contact Information

Vendor	Contact Person	Contact Information	MBPO Number
Cargill, Incorporated-Deicing Technology	Jean Davis	Phone 440-716-4733	PO-15-1080-OSD01-OSD10-00000002541
		Fax 440-716-0763	
		Email <a href="mailto:Jean.Davis@cargill.com">Jean.Davis@cargill.com</a>	
Eastern Salt Company, Inc.	Karen Girard	Phone 978-251-8553	PO-15-1080-OSD03-OSD03-00000002537
		Email <a href="mailto:kgirard@easternsalt.com">kgirard@easternsalt.com</a>	
Granite State Minerals, Inc.	Janet Harrington	Office 603-436-8505	PO-15-1080-OSD03-OSD03-00000002536
		Cell 603-818-2688	
		Fax 603-436-2458	
		Email <a href="mailto:jharrington@gmsalt.com">jharrington@gmsalt.com</a>	
Morton Salt, Inc.		Phone 1-855-665-4540	PO-15-1080-OSD03-OSD03-00000002535
		Fax 630-861-2735	
		Email <a href="mailto:BUYROADSALT@mortonsalt.com">BUYROADSALT@mortonsalt.com</a>	

## Estimated Average Vendor Delivery Times

Vendor	Estimated Delivery Time
Cargill, Incorporated-Deicing Technology	3-to-5 Business Days
Eastern Salt Company, Inc.	2-to-3 Business Days
Granite State Minerals, Inc.	2-to-3 Business Days
Morton Salt, Inc.	3-to-10 Business Days

*\*Estimated delivery times only. Delivery times may change due to weather, supply, emergency, or other reason.*

## Prompt Payment Discounts (PPD)

Vendor	PPD Opportunities	% Discount Applied
Cargill, Incorporated-Deicing Technology	Payment issued within <b>10</b> days	.125%
	Payment issued within <b>15</b> days	.125%
	Payment issued within <b>20</b> days	.125%
	Payment issued within <b>30</b> days	.125%
Eastern Salt Company, Inc.	Payment issued within <b>10</b> days	1%
Granite State Minerals, Inc.	Payment issued within <b>10</b> days	3%
	Payment issued within <b>15</b> days	2%
	Payment issued within <b>20</b> days	1.5%
	Payment issued within <b>30</b> days	1%
Morton Salt, Inc.	Payment issued within <b>20</b> Days	1%

## Strategic Sourcing Services Team Members

- Kathleen Reilly, [kathy.reilly@state.ma.us](mailto:kathy.reilly@state.ma.us), OSD
- Jerry Lighthouse, [jighthouse@advanced-purchasing.com](mailto:jighthouse@advanced-purchasing.com), Advanced Purchasing Technologies
- Scott Wilson, [scott.wilson@state.ma.us](mailto:scott.wilson@state.ma.us), MassDOT
- Silvio Petraglia, [silvio.petraglia@state.ma.us](mailto:silvio.petraglia@state.ma.us), MassDOT
- Bassam Salfity, [bassam.salfity@dot.state.ma.us](mailto:bassam.salfity@dot.state.ma.us), MassDOT

## Appendix A

<b>VEH95 Road Salt Award and Information</b>		
<b>Commonwealth MassDOT Area</b>	<b>Awarded Bidder</b>	<b>\$/Per Ton</b>
<b>MassDOT Area 1A &amp; 1B</b>	Morton Salt, Inc.	\$74.12
<b>MassDOT Area 1C</b>	Morton Salt, Inc.	\$73.91
<b>MassDOT Area 1D</b>	Morton Salt, Inc.	\$73.91
<b>MassDOT Area 2A</b>	Morton Salt, Inc.	\$80.38
<b>MassDOT Area 2B</b>	Cargill, Incorporated- Deicing Technology	\$78.46
<b>MassDOT Area 2C</b>	Morton Salt, Inc.	\$78.61
<b>MassDOT Area 3A</b>	Eastern Salt Company, Inc.	\$67.85
<b>MassDOT Area 3B</b>	Eastern Salt Company, Inc.	\$67.85
<b>MassDOT Area 3C</b>	Granite State Minerals, Inc.	\$68.00
<b>MassDOT Area 4A</b>	Eastern Salt Company, Inc.	\$63.65
<b>MassDOT Area 4B</b>	Eastern Salt Company, Inc.	\$64.55
<b>MassDOT Area 4C</b>	Granite State Minerals, Inc.	\$65.00
<b>MassDOT Area 5A</b>	Morton Salt, Inc.	\$70.68
<b>MassDOT Area 5B</b>	Morton Salt, Inc.	\$69.87
<b>MassDOT Area 5C</b>	Morton Salt, Inc.	\$70.40
<b>MassDOT Area 5D</b>	Morton Salt, Inc.	\$77.74
<b>MassDOT Area 5E</b>	Morton Salt, Inc.	\$225.00
<b>MassDOT Area 6A &amp; 6D</b>	Eastern Salt Company, Inc.	\$68.36
<b>MassDOT Area 6B &amp; 6C</b>	Eastern Salt Company, Inc.	\$68.36
<b>Tonnage DRC only</b>	Eastern Salt Company, Inc.	\$68.12